

EXHIBIT A

ENDORSED
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San Francisco County Superior Court

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CASE MANAGEMENT CONFERENCE SET

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DEPARTMENT 212

THE BRANDI LAW FIRM
THOMAS J. BRANDI #53208
DANIEL DELL'OSSO #118203
CASEY A. KAUFMAN #232257
BRIAN J. MALLOY # 234882
44 Montgomery Street, Suite 1050
San Francisco, CA 94104
Telephone: (415) 989-1800 Facsimile: (415) 989-1801
JAMES R. DONAHUE, #105106
CAULFIED DAVIES & DONAHUE
80 Iron Point Circle, # 105
Folsom, CA 95630
Telephone: (916) 817-2900 Facsimile: (916) 817-2644
Attorneys for Plaintiffs

COURT OF UNLIMITED JURISDICTION OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEBORAH GETZ, individually and as a
surviving heir of decedent KRISTOFER D. S.
THOMAS; RODNEY THOMAS, individually
and as a surviving heir of decedent,
KRISTOFER D. S THOMAS; MARY
DUFFMAN, individually and as a surviving
heir of decedent, SCOTT E. DUFFMAN;
SOPHIA DUFFMAN, a minor, individually
and as a surviving heir of decedent SCOTT E.
DUFFMAN, by and through her Guardian ad
Litem, MARY DUFFMAN; CHRISTINE
VAUGHN, individually and as a surviving
heir of decedent, TRAVIS R. VAUGHN;
BRAD VAUGHN, individually and as a
surviving heir of decedent, TRAVIS R.
VAUGHN; JILL GARBS, individually and as
a surviving heir of decedent RYAN GARBS;
DOUG GARBS, individually and as a
surviving heir of decedent, RYAN GARBS;
JORDAN LANHAM; JERRY GOLDSMITH;
RYANNE NOSS, individually and as spouse
of SCOT NOSS; TIMOTHY BRAUCH;
CHRIS TRISKO, MARK DANIEL
HOUGHTON,

NO. 0707 - 467912
COMPLAINT FOR WRONGFUL
DEATH; BODILY INJURIES; AND
LOSS OF CONSORTIUM
1. NEGLIGENCE - PRODUCT
LIABILITY
2. STRICT PRODUCT LIABILITY
3. BREACH OF EXPRESS AND
IMPLIED WARRANTY

DEMAND FOR JURY TRIAL

Plaintiffs,

vs.

1)
 2 THE BOEING COMPANY, a corporation;)
 3 HONEYWELL INTERNATIONAL, INC., a)
 4 corporation; GOODRICH CORPORATION, a)
 5 corporation; BF GOODRICH AEROSPACE;)
 6 CHANDLER EVANS CONTROL)
 7 SYSTEMS; GENERAL ELECTRIC and)
 8 DOES 1 through 200, inclusive,)
 9)
 10 Defendants.)
 11 _____)

12 COME NOW Plaintiffs DEBORAH GETZ, individually and as a surviving heir of
 13 decedent KRISTOFER D. S. THOMAS; RODNEY THOMAS, individually and as a
 14 surviving heir of decedent, KRISTOFER D. S. THOMAS; MARY DUFFMAN,
 15 individually and as a surviving heir of decedent, SCOTT E. DUFFMAN; SOPHIA
 16 DUFFMAN, a minor, individually and as a surviving heir of decedent SCOTT E.
 17 DUFFMAN, by and through her Guardian ad Litem, MARY DUFFMAN; CHRISTINE
 18 VAUGHN, individually and as a surviving heir of decedent, TRAVIS R. VAUGHN;
 19 BRAD VAUGHN, individually and as a surviving heir of decedent, TRAVIS R.
 20 VAUGHN; JILL GARBS, individually and as a surviving heir of decedent RYAN
 21 GARBS; DOUG GARBS, individually and as a surviving heir of decedent, RYAN
 22 GARBS, JORDAN LANHAM, individually; JERRY GOLDSMITH, individually; and
 23 RYANNE NOSS, individually and as spouse of SCOT NOSS, TIMOTHY BRAUCH,
 24 (hereinafter referred to collectively as "Plaintiffs"), and hereby complain of Defendants
 25 and DOES 1 through 200, inclusive, and each of them, and allege as follows:

26 INTRODUCTION

27 1. On or about February 17/18, 2007, Plaintiffs and/or Plaintiffs' Decedents
 28 were occupants and passengers on a Chinook MH47E helicopter bearing Tail #94-00472
 (hereinafter referred to as the "Helicopter"), in the Shahjoi District of the Zabul Province,

1 in southeastern Afghanistan, and sustained severe and/or fatal injuries, when the defects
2 contained in the subject Helicopter and its component parts, caused the Helicopter to suffer
3 a sudden, unexpected loss of power, lose control, and crash to the ground.

4 IDENTIFICATION OF PARTIES

5
6 2. Plaintiffs DEBORAH GETZ and RODNEY THOMAS, are, and at all times
7 mentioned herein, were residents of the State of California, and the natural parents and
8 surviving heirs of decedent KRISTOFER D. S. THOMAS, a passenger in said Helicopter.

9 3. Plaintiff, MARY DUFFMAN, is the spouse and a surviving heir of
10 decedent, SCOTT E. DUFFMAN, a passenger in said Helicopter.

11 4. Prior to and at the commencement of this action, Plaintiff MARY
12 DUFFMAN was duly appointed as the Guardian ad Litem of the minor SOPHIA
13 DUFFMAN for the purposes of bringing the instant action.

14 5. Plaintiff, SOPHIA DUFFMAN, a Minor, by and through her Guardian ad
15 Litem, MARY DUFFMAN, is, and was and the child and a surviving heir of decedent,
16 SCOTT E. DUFFMAN, a passenger in said Helicopter.

17 6. Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, are, and at all
18 times mentioned herein, were the natural parents and surviving heirs of decedent TRAVIS
19 R. VAUGHN, a passenger in said Helicopter.

20 7. Plaintiffs, JILL GARBS and DOUG GARBS, are, and at all times
21 mentioned herein, were natural parents and surviving heirs of decedent, RYAN GARBS, a
22 passenger in said Helicopter;

23 8. Plaintiff, JORDAN LANHAM, is and was a resident of the State of
24 Georgia, a passenger in said Helicopter. As a result of the subject crash, Plaintiff,
25 JORDAN LANHAM, suffered certain serious and permanent injuries, and suffered serious
26

1 and permanent emotional and psychological injuries all to his detriment in an amount
2 according to proof.

3 9. Plaintiff, JERRY GOLDSMITH was a passenger in said Helicopter. As a
4 result of the subject crash, Plaintiff, JERRY GOLDSMITH, suffered certain serious and
5 permanent injuries, and suffered serious and permanent emotional and psychological
6 injuries all to his detriment in an amount according to proof.

7
8 10. Plaintiff, RYANNE NOSS, is the spouse of SCOT NOSS, a passenger in
9 said Helicopter. As a result of the subject crash, SCOT NOSS suffered serious and
10 permanent physical and emotional and psychological injuries. As a result of the serious
11 and permanent injuries suffered by her husband, Plaintiff, RYANNE NOSS, has sustained
12 damages in the form of the loss of her relationship with her husband, including the loss of
13 care, comfort, society, affection and support. In addition, Plaintiff, RYANNE NOSS, has
14 been required to abandon her own career and ambitions to devote full time nursing services
15 to her husband.
16

17
18 11. Plaintiff, TIMOTHY BRAUCH was a passenger in said Helicopter. As a
19 result of the subject crash, Plaintiff, TIMOTHY BRAUCH, suffered certain serious and
20 permanent injuries, and suffered serious and permanent emotional and psychological
21 injuries all to his detriment in an amount according to proof.

22
23 12. Plaintiff, CHRIS TRISKO, was a passenger in said Helicopter. As a result
24 of the subject crash, Plaintiff, CHRIS TRISKO, suffered certain serious and permanent
25 injuries, and suffered serious and permanent emotional and psychological injuries all to his
26 detriment in an amount according to proof.

27
28 13. Plaintiff, MARK DANIEL HOUGHTON, was a passenger in said
Helicopter. As a result of the subject crash, Plaintiff, MARK DANIEL HOUGHTON,

1 suffered certain serious and permanent injuries, and suffered serious and permanent
2 emotional and psychological injuries all to his detriment in an amount according to proof.

3 14. Plaintiffs are informed and believe, and thereupon allege, that Defendant,
4 THE BOEING COMPANY, is, and at all times herein relevant was, a corporation
5 authorized to do, has regularly done, and is continually and systematically doing business
6 in the State of California.

7 15. Plaintiffs are informed and believe, and thereupon allege, that Defendant
8 HONEYWELL INTERNATIONAL, INC., is, and at all times herein relevant was, a
9 corporation authorized to do, has regularly done, and is continually and systematically
10 doing business in the State of California.

11 16. Plaintiffs are informed and believe, and thereupon allege, that Defendants
12 GOODRICH CORPORATION and BF GOODRICH AEROSPACE are, and at all times
13 herein relevant were, a corporations authorized to do, have regularly done, and are
14 continually and systematically doing business in the State of California.

15 17. Plaintiffs are informed and believe, and thereupon allege, that Defendant
16 CHANDLER EVANS CONTROL SYSTEMS is, and at all times herein relevant was, a
17 corporation authorized to do, having regularly done, and is continually and systematically
18 doing business in the State of California.

19 18. Plaintiffs are informed and believe, and thereupon allege, that Defendant
20 GENERAL ELECTRIC is, and at all times herein relevant was, a corporation authorized to
21 do, having regularly done, and is continually and systematically doing business in the State
22 of California.

23 19. The true names and capacities, whether individual, plural, corporate,
24 partnership, associate, or otherwise, of DOES 1 through 200, inclusive, are unknown to
25
26
27
28

1 Plaintiffs who therefore sue said defendants by such fictitious names. The full extent of
2 the facts linking such fictitiously sued defendants is unknown to Plaintiffs. Plaintiffs are
3 informed and believe, and thereupon allege, that each of the defendants designated herein
4 as a DOE was, and is, negligent, or in some other actionable manner, responsible for the
5 events and happenings hereinafter referred to,, and thereby negligently, or in some other
6 actionable manner, legally and proximately caused the described injuries and damages to
7 Plaintiffs. Plaintiffs will hereafter seek leave of the Court to amend this Complaint to
8 show the defendants' true names and capacities after the same have been ascertained.
9

10
11 20. Plaintiffs are informed and believe, and thereupon allege, that at all times
12 mentioned herein, Defendants, and each of them, including DOES 3 through 100,
13 inclusive, and each of them, were agents, servants, employees, successors in interest,
14 franchisees and/or joint venturers of their co-defendants, and were, as such, acting within
15 the course, scope, and authority of said agency, employment, joint venture, and/or
16 franchise and that each and every Defendant, as aforesaid, when acting as a principal, was
17 negligent in the selection and hiring of each and every other Defendant as an agent,
18 servant, employee, successor in interest, joint venturer, and/or franchisee.
19

20 GENERAL ALLEGATIONS

21 21. On or about February 17/18, 2007, in the Shahjoi district of Zabul Province,
22 in the Country of Afghanistan, Plaintiffs and Plaintiffs' Decedents sustained severe and/or
23 fatal injuries while flying as passengers in the subject Helicopter, while on a transportation
24 mission in southeastern Afghanistan. While on said mission, one of the two engines of the
25 MH47E Chinook Helicopter suffered a sudden loss of power, causing the Helicopter to
26 become uncontrollable, and crash as a result of the defective nature of said Helicopter and
27 its component parts.
28

1 22. Plaintiffs and Plaintiffs' Decedents sustained serious, severe, permanent and
2 fatal injuries as a direct result of being passengers in said helicopter at the time of the
3 crash.

4 23. Plaintiffs are informed and believe, and thereupon allege, that the subject
5 Helicopter and its component parts was designed, assembled, manufactured, inspected,
6 tested, marketed, and introduced into the stream of commerce by Defendants, THE
7 BOEING COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a
8 corporation; GOODRICH CORPORATION, a corporation; BF GOODRICH
9 AEROSPACE; CHANDLER EVANS CONTROL SYSTEMS, GENERAL ELECTRIC
10 and DOES 1-100.

11 24. Plaintiffs are informed and believe, and thereupon allege, that the subject
12 Helicopter was introduced into the stream of commerce in a defective condition by
13 Defendants THE BOEING COMPANY, a corporation; HONEYWELL
14 INTERNATIONAL, INC., a corporation; GOODRICH CORPORATION, a corporation;
15 BF GOODRICH AEROSPACE; CHANDLER EVANS CONTROL SYSTEMS, and DOE
16 Defendants. Such defects caused and/or contributed to the crash of the Helicopter, and the
17 resulting serious and permanent injuries to Plaintiffs and the fatal injuries to Plaintiffs'
18 Decedents.

19 25. Plaintiffs are informed and believe, and thereupon allege, that the engines
20 and Full Authority Digital Engine Control (FADEC), and the Digital Electronic Control
21 Unit (DECU) including all computer software and hardware related thereto, of the subject
22 Helicopter were designed, assembled, manufactured, inspected, tested, marketed, and
23 introduced into the stream of commerce by Defendants, THE BOEING COMPANY, a
24 corporation; HONEYWELL INTERNATIONAL, INC., a corporation; GOODRICH
25
26
27
28

1 CORPORATION, a corporation; BF GOODRICH AEROSPACE; CHANDLER EVANS
2 CONTROL SYSTEMS, GENERAL ELECTRIC and the DOE Defendants.

3 26. Plaintiffs are informed and believe, and thereupon allege, that the engines
4 on the Helicopter and their component parts, including but not limited to the FADEC, and
5 the DECU, and associated computer software and hardware related thereto were introduced
6 into the stream of commerce in a defective condition by Defendants, THE BOEING
7 COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a corporation;
8 GOODRICH CORPORATION, a corporation; BF GOODRICH AEROSPACE;
9 CHANDLER EVANS CONTROL SYSTEMS, GENERAL ELECTRIC and DOES 1-125.
10 Such defects caused and/or contributed to the crash of the Helicopter, resulting in the
11 serious, permanent and fatal injuries to Plaintiffs, and/or Plaintiffs' Decedents.
12

13 27. Plaintiffs are informed and believe, and hereupon allege, that the subject
14 Helicopter was dangerous and defective as those terms are defined under California law, in
15 that the Subject Helicopter and its component parts were less safe than an ordinary
16 consumer would expect in that when used in a reasonable foreseeable and intended manner
17 the subject Helicopter and its component parts failed.
18

19 28. Plaintiffs are informed and believe and based upon that information and
20 belief allege that the subject Helicopter was defective and dangerous for the following
21 additional reasons:
22

23 a.. Defective design, manufacture, testing, inspection, maintenance, assembly,
24 and fabrication of the engines and their components parts including but not limited to the
25 FADEC, and its associated computer hardware and software and other components thereof
26

27 b. Defective design, manufacture, testing, inspection, maintenance, assembly,
28 and fabrication of the engines and their component parts including but not limited to the

1 DECU, and its associated computer hardware and software and other components thereof;

2 29. Plaintiffs are informed and believe, and thereupon allege, that the defective
3 conditions of the Helicopter and its component parts, including but not limited to, the
4 engines and FADEC and DECU, and the software and hardware related thereto, were a
5 direct, and legal cause of the Helicopter crash, and Plaintiffs' serious and permanent
6 injuries and the fatal injuries to Plaintiffs' Decedents.
7

8 30. Plaintiffs are informed and believe, and thereupon allege, that the
9 aforementioned incident of February 17/18, 2007, was caused solely and exclusively by
10 reason of defects in the design and manufacture of the subject Helicopter for which the
11 Defendants and each of them jointly and severally are strictly liable to Plaintiffs herein.
12

13 31. By reason of the premises, Plaintiff, JORDAN LANHAM sustained serious
14 and permanent bodily injury.

15 32. By reason of the premises, Plaintiff, JORDAN LANHAM, has incurred and
16 will continue to incur costs for the care and treatment of his injuries in an amount that is
17 presently unknown to the Plaintiff who prays leave to amend and insert the same when it is
18 ascertained.
19

20 33. By reason of the premises, Plaintiff, JORDAN LANHAM has been unable
21 at times to pursue his regular employment, and his earning capacity has been diminished to
22 his special damage in an unascertained sum as said loss has not yet been finally
23 determined. Plaintiff prays leave to amend this complaint in this respect when these
24 elements of damages are finally determined.
25

26 34. By reason of the premises, Plaintiff, JERRY GOLDSMITH sustained
27 serious and permanent bodily injury.
28

35. By reason of the premises, Plaintiff, JERRY GOLDSMITH, has incurred

1 and will continue to incur costs for the care and treatment of his injuries in an amount that
2 is presently unknown to the Plaintiff who prays leave to amend and insert the same when it
3 is ascertained.

4
5 36. By reason of the premises, Plaintiff, JERRY GOLDSMITH, has been
6 unable at times to pursue his regular employment, and his earning capacity has been
7 diminished to his special damage in an unascertained sum as said loss has not yet been
8 finally determined. Plaintiff prays leave to amend this complaint in this respect when these
9 elements of damages are finally determined.

10
11 37. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, sustained
12 serious and permanent bodily injury.

13 38. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, has incurred
14 and will continue to incur costs for the care and treatment of his injuries in an amount that
15 is presently unknown to the Plaintiff who prays leave to amend and insert the same when it
16 is ascertained.

17
18 39. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, has been unable
19 at times to pursue his regular employment, and his earning capacity has been diminished to
20 his special damage in an unascertained sum as said loss has not yet been finally
21 determined. Plaintiff prays leave to amend this complaint in this respect when these
22 elements of damages are finally determined.

23
24 40. By reason of the premises, Plaintiff, CHRIS TRISKO, sustained serious and
25 permanent bodily injury.

26 41. By reason of the premises, Plaintiff, CHRIS TRISKO, has incurred and will
27 continue to incur costs for the care and treatment of his injuries in an amount that is
28 presently unknown to the Plaintiff who prays leave to amend and insert the same when it is

1 ascertained.

2 42. By reason of the premises, Plaintiff, CHRIS TRISKO, has been unable at
3 times to pursue his regular employment, and his earning capacity has been diminished to
4 his special damage in an unascertained sum as said loss has not yet been finally
5 determined. Plaintiff prays leave to amend this complaint in this respect when these
6 elements of damages are finally determined.

8 43. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON,
9 sustained serious and permanent bodily injury.

10 44. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON, has
11 incurred and will continue to incur costs for the care and treatment of his injuries in an
12 amount that is presently unknown to the Plaintiff who prays leave to amend and insert the
13 same when it is ascertained.

15 45. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON, has
16 been unable at times to pursue his regular employment, and his earning capacity has been
17 diminished to his special damage in an unascertained sum as said loss has not yet been
18 finally determined. Plaintiff prays leave to amend this complaint in this respect when these
19 elements of damages are finally determined.

21 46. Wherefore Plaintiffs pray judgment against defendants for injuries and
22 damages as hereinabove and hereinafter set forth.

24 **FIRST CAUSE OF ACTION**
25 **(Wrongful Death)**

26 As and for a First Cause of Action, Plaintiffs complain of Defendants and
27 each of them and allege as follows:

28 47. Plaintiffs hereby refer to, reallege and incorporate by this reference as

1 though set forth in full, each and every allegation contained in paragraphs 1 through 46
2 above.

3 48. Plaintiffs, DEBORAH GETZ and RODNEY THOMAS, are the surviving
4 parents and heirs of the decedent KRISTOFER D. S. THOMAS

5 49. Plaintiffs, DEBORAH GETZ and RODNEY THOMAS, brings this action
6 on behalf of the survivors and heirs of the decedent under and by virtue of the California
7 Wrongful Death Statute, Cal. Civ. Proc. § 377.60.

8 50. As a result of the wrongful death of KRISTOFER D. S. THOMAS, the
9 survivors have been deprived of the guidance, love, tutelage, companionship, support,
10 comfort, and consortium which they would have received from KRISTOFER D. S.
11 THOMAS for the remainder of his natural life.

12 51. Plaintiffs, MARY DUFFMAN, as the spouse and parent of the decedent's
13 minor child SOPHIA DUFFMAN, and SOPHIA DUFFMAN are the survivors and heirs of
14 the decedent SCOTT E. DUFFMAN.

15 52. Plaintiff, MARY DUFFMAN, individually, and as the parent and Guardian
16 Ad Litem of the minor child SOPHIA DUFFMAN, brings this action on behalf of the
17 survivors and heirs of the decedent under and by virtue of the California Wrongful Death
18 Statute, Cal. Civ. Proc. § 377.60.

19 53. As a result of the wrongful death of SCOTT E. DUFFMAN, the survivors
20 have been deprived of the guidance, love, tutelage, companionship, support, comfort, and
21 consortium which they would have received from SCOTT E. DUFFMAN for the
22 remainder of his natural life.

23 54. Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, are the surviving
24 parents and heirs of the decedent TRAVIS R. VAUGHN.

1 55. Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, bring this action
2 on behalf of the survivors and heirs of the decedent under and by virtue of the California
3 Wrongful Death Statute, Cal. Civ. Proc. § 377.60.

4 56. As a result of the wrongful death of TRAVIS R. VAUGHN, the survivors
5 have been deprived of the guidance, love, tutelage, companionship, support, comfort, and
6 consortium which they would have received from TRAVIS R. VAUGHN for the
7 remainder of his natural life.

8
9 57. Plaintiffs, JILL GARBS and DOUG GARBS, are the surviving parents and
10 heirs of the decedent RYAN GARBS.

11
12 58. Plaintiffs, JILL GARBS and DOUG GARBS, bring this action on behalf of
13 the survivors and heirs of the decedent under and by virtue of the California Wrongful
14 Death Statute, Cal. Civ. Proc. § 377.60.

15 59. As a result of the wrongful death of RYAN GARBS, the survivors have
16 been deprived of the guidance, love, tutelage, companionship, support, comfort, and
17 consortium which they would have received from RYAN GARBS for the remainder of his
18 natural life.

19
20 **SECOND CAUSE OF ACTION**
21 **(Strict Product Liability)**

22 COME NOW Plaintiffs, and for a First Cause of Action against all Defendants, and
23 DOES 1 through 200, inclusive, and each of them, complains and alleges as follows:

24 60. Plaintiffs reallege and incorporate paragraphs 1 through 59 above, and make
25 them a part of this Plaintiffs Second Cause of Action as though fully set forth therein.

26
27 61. At all times herein mentioned, the Defendants are and were in the business
28 of designing, manufacturing, selling, marketing and/or distributing Helicopters, including

1 the subject Helicopter and its component parts, which are distributed and sold throughout
2 the United States, as well as the state of California, to members of the general public and
3 as such are liable to the Plaintiffs for damages under the theory of strict products liability.

4
5 62. At all times herein mentioned the Helicopter and its components parts,
6 including but not limited to, the engines and FADEC, the DECU, and the computer
7 hardware and software related thereto, were defective and unreasonably dangerous as those
8 terms are defined under California law by reason of defects in design and manufacture and
9 failure of the Defendants to give adequate and proper warnings of the dangers existing
10 therein, and adequate instructions regarding the avoidance of such dangers in the use and
11 maintenance of the Helicopter and its component parts.

12
13 63. At all times herein mentioned the defective and unreasonably dangerous
14 conditions in the Helicopter and its component parts exposed Plaintiffs and/or Plaintiffs'
15 Decedents to an unreasonable risk of harm and were a legal cause of Plaintiffs and/or
16 Plaintiffs' Decedents serious and fatal injuries.

17
18 64. At all times herein mentioned, the Helicopter and its component parts were
19 sold, converted, marketed and/or placed into the stream of commerce by the Defendants
20 for use by members of the general public, and such products were defective and
21 unreasonably dangerous as that term is defined under California law and the unreasonably
22 dangerous conditions were known by Defendants at the time the Helicopter and its
23 component parts were sold, converted, marketed and/or placed into the stream of
24 commerce, and these defective and unreasonably dangerous conditions were a legal cause
25 of Plaintiffs and/or Plaintiffs' Decedents serious and fatal injuries.

26
27 65. At all times herein mentioned, Defendants THE BOEING COMPANY, a
28 corporation; HONEYWELL INTERNATIONAL, INC., a corporation; GOODRICH

1 CORPORATION, a corporation; BF GOODRICH AEROSPACE; CHANDLER EVANS
2 CONTROL SYSTEMS, GENERAL ELECTRIC and DOES 1-50 defectively
3 manufactured the Helicopter and the engines and the FADEC, and DECU including the
4 computer hardware and software related thereto, as well as the other component parts of
5 the Helicopter, rendering the product unreasonably dangerous to Plaintiffs and/or Plaintiffs'
6 Decedents. Said defective condition was a legal cause of the Helicopter crash and the fatal
7 injuries to Plaintiffs' Decedents, and serious and permanent injuries to Plaintiffs.
8

9 66. Plaintiffs are informed and believe, and thereupon allege, that Defendants
10 THE BOEING COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a
11 corporation; GOODRICH CORPORATION, a corporation; BF GOODRICH
12 AEROSPACE; CHANDLER EVANS CONTROL SYSTEMS, GENERAL ELECTRIC and
13 DOES 1-50 placed the subject Helicopter into the stream of commerce in a defective
14 condition and such defects described above, rendered the Helicopter less safe than an
15 ordinary consumer would expect when used in a normal, intended and foreseeable manner.
16
17

18 67. At all times herein mentioned, the Helicopter and its component parts, were
19 also defective by reason of Defendants' failure to include or place with it adequate and
20 proper warnings and instructions as to dangers associated with the design and foreseeable
21 use of the products, including but not limited to the engines and FADEC and DECU and its
22 component parts, and how to avoid such dangers, and further, failed to recall the products
23 to prevent incidents such as the one included herein. Such defects rendered the subject
24 Helicopter and its component parts unreasonably dangerous as that term is defined under
25 California law, and the dangerous and defective condition of the Helicopter was the legal
26 cause of the serious and permanent injuries to Plaintiffs and fatal injuries sustained by
27 Plaintiffs' Decedents.
28

1 68. At all times herein mentioned Defendants are the manufacturers, designers,
2 and/or distributors of the subject Helicopter and its component parts, who hold and have
3 held themselves out to the public as having superior knowledge, skill and experience in the
4 design, construction, assembly, manufacture, testing, and inspection of such aircraft and
5 their component parts; and, in the course of business as aerospace manufacturers,
6 Defendants designed, constructed, assembled, manufactured, inspected, serviced,
7 converted, tested the Helicopter and its component parts; Defendants expressly and
8 impliedly warranted were fit for intended use, being airworthy and free of unreasonably
9 dangerous defects; and Defendants marketed, sold, distributed and caused the Helicopter
10 and its component parts to be introduced into the stream of commerce.
11

12 69. At all times herein mentioned, the crash of the Helicopter and the resulting
13 serious and permanent injuries to Plaintiffs and fatal injuries to Plaintiffs' Decedents, were
14 legally caused and/or substantially contributed to by latent and unreasonably dangerous
15 defects in the manufacture of said aircraft and its component parts, and Defendants' failure
16 to warn and/or provide adequate instructions for the use, and maintenance of the Helicopter
17 and its component parts.
18

19 70. Plaintiffs are informed and believe, and thereupon allege, that at the time
20 the Helicopter and its component parts were sold, converted, marketed and/or placed into
21 the stream of commerce by Defendants, such products were defective and unreasonably
22 dangerous as that term is defined in law to persons who could reasonably be expected to
23 use them, and these defective and unreasonably dangerous conditions were a producing
24 cause of Plaintiffs serious and permanent injuries and Plaintiffs' Decedents' fatal injuries.
25 The Helicopter and its component parts were also defective by reason of Defendants'
26 failure to include or place with it adequate and proper warnings and instructions as to
27
28

1 dangers associated with the design and foreseeable use of the products and how to avoid
 2 such dangers, and these defects rendered the subject aircraft unreasonably dangerous.

3 71. Plaintiffs are informed and believe, and thereupon allege, by reason of the
 4 foregoing, Defendants are strictly liable in tort to Plaintiff for the serious and permanent
 5 injuries sustained by Plaintiffs and the fatal injuries sustained by Plaintiffs' Decedents as a
 6 result of the crash of the subject Helicopter.

7 72. Plaintiffs are informed and believe, and thereupon allege, that the conduct
 8 of Defendants as alleged herein, was reckless, willful, oppressive, malicious and done with
 9 reckless and wanton disregard for the rights and safety of the Plaintiffs and/or Plaintiffs'
 10 Decedents with knowledge of the defects at issue, and in conscious disregard of the safety
 11 hazards raised by those defects.

12 **THIRD CAUSE OF ACTION**
 13 **(Negligence)**

14 COME NOW Plaintiffs, and for a First Cause of Action against all Defendants, and
 15 DOES 1 through 200, inclusive, and each of them, complain and allege as follows:

16 73. Plaintiffs reallege and incorporate paragraphs 1 through 72, inclusive of the
 17 Introduction, Identification of Parties, and General Allegations, above.

18 74. Plaintiffs are informed and believe, and thereupon allege, that the
 19 Defendants, and each of them designed, tested, developed, manufactured, fabricated,
 20 assembled, distributed, bought, sold, inspected, serviced, warranted, supplied, and/or
 21 modified the subject Helicopter and its component parts, including but not limited to, the
 22 engines and FADEC, and DECU including the computer hardware and software related
 23 thereto, and its component parts.

24 75. Plaintiffs are informed and believe, and thereupon allege, that at all times

1 mentioned herein, the subject Helicopter and its component parts, were defective when
2 placed into the stream of commerce by Defendants, and each of them, and was of such a
3 nature that the defect would not be discovered in normal inspection and operation by users
4 thereof.

5
6 76. Plaintiffs are informed and believe, and thereupon allege, that on or about
7 February 17/18, 2007, the subject Helicopter and its component parts, were being operated
8 and used in a reasonably foreseeable manner.

9
10 77. Plaintiffs are informed and believe, and thereupon allege, that the
11 Defendants, as manufacturers, distributors, suppliers, and sellers of the Helicopter and its
12 component parts, owed a duty of care to Plaintiffs and Plaintiffs' Decedents, that the
13 Helicopter and its components parts would not be placed into the stream of commerce in a
14 defective condition.

15
16 78. Plaintiffs are informed and believe, and thereupon allege, that the
17 Defendants were negligent in the manufacture and marketing of the Helicopter and its
18 component parts, including but not limited to, the engines and FADEC, and DECU,
19 including the computer hardware and software related thereto, such that, Defendants knew
20 or should have known in the exercise of ordinary care, that the Helicopter and its
21 component parts were defective and unreasonably dangerous to those persons likely to use
22 such products for the purpose and manner for which they were intended to be used, and for
23 purposes reasonably foreseeable to Defendants. Defendants were negligent in the
24 particulars set forth in this and the proceeding paragraphs, and said negligence was a
25 direct, proximate, and producing cause of the subject crash, which is the basis of this
26 action, and the resulting serious and fatal injuries sustained by Plaintiffs and/or Plaintiffs'
27 Decedents.
28

1 79. Plaintiffs are informed and believe, and thereupon allege, that Defendants
2 knew, or in the exercise of ordinary care should have known, of the means of
3 manufacturing the Helicopter and its component parts, such that the type of incident and
4 resulting injuries as described herein would be prevented. The Defendants had actual
5 knowledge that manufacturing such an aircraft and its component parts in a defective
6 condition, as alleged herein, would be unreasonably dangerous and cause incidents such as
7 the crash alleged herein.
8

9 80. Plaintiffs are informed and believe, and thereupon allege, that the
10 Defendants were additionally negligent in that they failed to provide proper warnings or
11 instructions to ordinary users thereof, including Plaintiffs and Plaintiffs' Decedents, and
12 failed to recall or timely recall the products or make appropriate post-marketing efforts to
13 prevent incidents such as the one included herein.
14

15 81. Plaintiffs are informed and believe, and thereupon allege, that Defendants
16 were negligent in their failure to give adequate or proper warnings or instructions to the
17 users thereof, including Plaintiffs and Plaintiffs' Decedents, for the reasonable and
18 foreseeable use and maintenance of the Helicopter and its component parts, and failed to
19 make appropriate efforts to prevent incidents such as the one included herein, and that
20 Defendants knew or reasonably should have known that users thereof, including Plaintiffs
21 and Plaintiffs' Decedents, would not realize such dangers to which Defendants had failed
22 to warn users thereof. One of the failures to warn included a failure to warn that anomalies
23 existed in the FADEC computer software and/or hardware and component panes, and/or
24 the DECU computer software and/or hardware and its component parts, which caused a
25 sudden unintended and unexpected shutdown of fuel flow to an operating engine while in
26 flight. This fuel shutdown resulted in a sudden and catastrophic loss of power to one of the
27
28

1 Chinook engines while in flight, causing the Helicopter to lose control and crash to the
2 ground.

3 82. Plaintiffs are informed and believe and thereupon allege that reasonable
4 manufacturers, distributors and sellers of the said Helicopter and its component parts under
5 the same or similar circumstances would have provided such warnings and instructions for
6 the use and maintenance of the Helicopter and its component parts.

7
8 83. Plaintiffs are informed and believe, and thereupon allege, Defendants
9 violated their duty and were negligent in those acts previously described, and further
10 described herein. Defendants' negligent acts, collectively and/or severally, were the direct
11 and proximate cause or causes of the incident, which is the basis for this action, and the
12 serious and fatal injuries sustained by Plaintiffs and/or Plaintiffs' Decedents.

13
14 84. The defective condition of the Helicopter, and its component parts, and the
15 resulting crash of the Helicopter, was caused by the negligence, recklessness, wrongdoing,
16 tortious conduct, careless acts and omissions of the Defendants in the manufacture,
17 assembly, construction, testing and marketing of the Helicopter and its component parts,
18 and in said Defendants' failure to warn of and to take appropriate remedial action with
19 respect to the known dangerously defective conditions, and failure to provide proper
20 instructions for the use and maintenance of the Helicopter and its component parts.

21
22 85. Plaintiffs are informed and believe, and thereupon allege, that as a further
23 direct and proximate result of the acts of the Defendants in defectively manufacturing said
24 products and failing to provide adequate warnings and instructions, Plaintiffs suffered
25 serious and permanent injuries and Plaintiffs' Decedents suffered fatal injuries for which
26 Defendants are liable. Plaintiff is informed and believes, and thereupon alleges, that the
27 conduct of Defendants as described herein, was willful, oppressive, malicious and done
28

1 with reckless and wanton disregard for the rights and safety of Plaintiffs and Plaintiffs'
 2 Decedents.

3 **FOURTH CAUSE OF ACTION**
 4 **(Breach of Warranties)**

5 COME NOW Plaintiffs and for a Fourth Cause of Action against all Defendants,
 6 and DOES through 200, inclusive, and each of them complains and alleges as follows:

7 86. Plaintiffs reallege and incorporate paragraphs 1 through 85, inclusive, of the
 8 Introduction, Identification of Parties, General Allegations; First Cause of Action; and
 9 Second Cause of Action, above.

10 87. Plaintiffs are informed and believe, and thereupon allege, that Defendants,
 11 by and through the sale and distribution of the products in question, expressly and
 12 impliedly warranted to the public generally, and to Plaintiffs and Plaintiffs' Decedents
 13 specifically, that the products in question were fit for the purposes for which they were
 14 intended.
 15 intended.

16 88. Plaintiffs are informed and believe, and thereupon allege, that at the time
 17 such products were marketed, sold and distributed, Defendants were in the business of
 18 selling such products, and hold and have held themselves out to the public as having
 19 superior knowledge, skill and experience in the design, construction, assembly,
 20 manufacture, testing, and inspection of such aircraft and its component parts; and, in the
 21 course of business as aerospace manufacturers, Defendants designed, constructed,
 22 assembled, manufactured, inspected, serviced, converted, and tested the Helicopter and its
 23 component parts; and Defendants expressly and impliedly warranted were fit for intended
 24 use, being airworthy and free of unreasonably dangerous defects.
 25 use, being airworthy and free of unreasonably dangerous defects.

26 89. Plaintiffs are informed and believe, and thereupon allege, that Plaintiffs'
 27
 28

1 Decedents made reasonable and foreseeable use of the products as alleged herein, and
2 relied on the express and implied warranties made by Defendants.

3 90. Plaintiffs are informed and believe, and thereupon allege, that contrary
4 thereto, the products in question, the Helicopter and its component parts, were not fit for
5 their intended and foreseeable uses, thereby rendering the products in question
6 unreasonably dangerous.

7
8 91. Plaintiffs are informed and believe, and thereupon allege, that Defendants
9 breached the express and implied warranties because of the products' failure and defective
10 components as alleged above, and because of improper marketing involved in Defendants'
11 failure to warn of the products' inadequacies and/or defects and failure to instruct in the
12 safe use, operation, and storage of such products.

13
14 92. Plaintiffs are informed and believe, and thereupon allege, that Defendants'
15 breach of warranties and the above-mentioned defects rendered the products unreasonably
16 dangerous, and were a proximate and producing cause of the subject crash and the
17 resulting serious and permanent injuries sustained by Plaintiffs and the fatal injuries
18 sustained by Plaintiffs' Decedents. Further, Defendants' conduct was undertaken
19 knowingly and intentionally.

20
21 93. Plaintiffs are informed and believe, and thereupon allege, that the crash of
22 the Helicopter, and the resulting serious and permanent injuries to Plaintiffs and fatal
23 injuries to Plaintiffs' Decedents, were proximately caused and/or substantially contributed
24 to by Defendants' breach of express and implied warranties of the Helicopter and its
25 components parts' fitness for use, and Defendants' breach of its representation that the
26 Helicopter and its component parts were free of latent and unreasonably dangerous defects
27 in manufacturer, marketing, and distribution.
28

1 94. Plaintiffs are informed and believe, and thereupon allege, that Plaintiffs and
2 Plaintiffs' Decedents relied to their detriment upon Defendants' representations.

3 95. Plaintiffs are informed and believe, and thereupon allege, by reason of the
4 foregoing, Defendants are liable to Plaintiffs in Breach of Warranty for the serious and
5 permanent injuries sustained by Plaintiffs and fatal injuries sustained by Plaintiffs'
6 Decedents.

7 96. Plaintiffs are informed and believe, and thereupon allege, that the conduct
8 of Defendants as alleged herein, was willful, oppressive, malicious and done with reckless
9 and wanton disregard for the rights and safety of Plaintiffs and Plaintiffs' Decedents.
10

11
12 **FIFTH CAUSE OF ACTION**
13 **(Loss of Consortium)**

14 As and for a Fifth, separate and distinct cause of action, Plaintiffs complain of
15 defendants, and each of them, and allege as follows:

16 97. Plaintiffs hereby refer to, reallege and incorporate by this reference as
17 though set forth in full, each and every allegation contained in paragraphs 1 through 96
18 above.

19 98. At all relevant times herein, Plaintiff RYANNE NOSS is and was the legal
20 wife of SCOT NOSS.

21 99. As a direct and legal result of the matters stated herein, Plaintiff, RYANNE
22 NOSS, has suffered the loss of her husband's support, service, love, companionship,
23 affection, society, sexual relations and all other elements of consortium, all of her injury
24 and damage in an amount in excess of the jurisdiction minimum of this Court.
25

26 WHEREFORE, Plaintiff prays judgment against defendants and each of them as
27 hereinabove and hereinafter set forth.
28

1 WHEREFORE, Plaintiffs pray for judgment as follows:

2 a. For non-economic damages according to proof;

3 b. For past and future hospital, medical, professional, and incidental expenses,
4 according to proof;

5 c. For past and future loss of earnings, support, and loss of earning capacity,
6 according to proof;

7 d. For damages to Plaintiffs' property, and economic damages related thereto,
8 according to proof;

9 e. For punitive damages as permitted by law, according to proof;

10 f. For costs of suit incurred herein;

11 g. For prejudgment interest, according to proof,

12 h. For Plaintiffs' attorneys' fees; and

13 i. For such other and further relief as the Court deems just and proper.

14 Dated: October 5, 2007

15 THE BRANDI LAW FIRM

16 By: 

17 DANIEL DELL'OSSO
18 Attorney for Plaintiffs
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